

OPPD Doc. No. _____

LICENSE AGREEMENT

THIS AGREEMENT ("Agreement"), made as of the 15th day of December, 2014 ("Effective Date") by and between the CITY OF LINCOLN, Nebraska, a municipal corporation, 555 South 10th Street, Lincoln, NE 68508 (hereinafter referred to as "City") and Omaha Public Power District, a Nebraska public corporation and political subdivision of the State of Nebraska, 444 South 16th Street, Omaha, NE 68102, (hereinafter referred to as "District"),

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree to the following:

1. City does hereby grant District the right, privilege and authority to survey, construct, reconstruct, maintain, inspect, operate, repair and replace, conduits, together with its supporting facilities and appurtenances including but not limited to, insulators, fiber optic wires ("Conduits") across or along the premises of City in the Northeast Quarter of the Southwest Quarter of the Northeast Quarter of Section 1, Township 12 North, Range 9, East of the 6th P.M. Saunders County, Nebraska more particularly described in Exhibit "A", attached hereto and made a part hereof ("Premises").
2. District shall use the Premises solely for survey, construction, reconstruction, maintenance, inspection, operation, replacement, repair, and use of Conduits. District shall not use the Premises for any other purpose. District's use of the premises shall not interfere with City's improvements.
3. Any contractors or subcontractors performing work on the Conduits or entering the Premises on behalf of the District shall be deemed servants and agents of District for the purposes of this Agreement.
4. This Agreement shall commence on the Effective Date and shall continue in perpetuity, subject to the covenants herein.
5. Upon execution of this Agreement, the Licensee shall pay to the City a one-time License Fee of Five Hundred and no/100 Dollars (\$500.00).
6. During the construction and any subsequent maintenance performed on Conduits, District shall perform such work in a manner to preclude damage to the property of City, and preclude interference with the operation of its facility. Upon completion of the construction of the Conduits and after performing any subsequent maintenance thereon, District shall, at District own cost and expense, restore City's premises to their former state.
7. If at any time during the term of this Agreement, City shall desire the use the Premise in such a manner as would, in City's reasonable opinion, be interfered with by the Conduits, District shall, within six (6) months after receiving written notice from City to such effect, make such changes to the Conduits as in the reasonable opinion of City may be necessary to avoid material interference with the proposed use of the Premise, including, without limitation, the relocation of the existing or the construction of new Conduits. In the event such changes to the Conduits are not possible within a six (6) month time period, District shall notify City and the parties shall arrange a feasible modification date. If any such modification of said Conduits required due to the action of any governmental entity, then the costs of the relocation shall be borne by the District. If any such modification of said Conduits is requested for any other reason, then the costs of such modifications shall be borne by the third party requesting the modification or relocation. In the event that the District is required by City to relocate its Conduits off the above described Premise and onto other City property, City, if practicable, shall provide, without cost to District, any required right-of-way agreements across City property needed in connection with such relocation.
8. District will provide evidence of self-insurance to keep all improvements on City's property insured against loss or damage by such casualties as are covered by the policy.

9. The said improvements shall at all times be and remain the property of District. It is specifically agreed that District installs and maintains said improvements at District's own expense, and at District's own risk. During the term of this Agreement, District shall maintain the said improvements in a functional and safe condition.

10. To the extent of its liability under the Nebraska Political Subdivisions Tort Claims Act, District shall indemnify and hold City harmless from and against any and all claims for damage to property, personal injury or death to the extent arising from the use of the Premise by District, its employees, contractors or invitees; provided, that, such indemnification obligation shall not extend to City to the extent such damages are caused by City's negligence.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the dates set forth below.

CITY OF LINCOLN, NEBRASKA
a municipal corporation

OMAHA PUBLIC POWER DISTRICT
a Nebraska public corporation and political
subdivision of the State of Nebraska

Chris Beutler, Mayor

Date: _____

APPROVED:

City Council

ATTEST:

City Clerk

APPROVED:

Public Works Department

APPROVED:

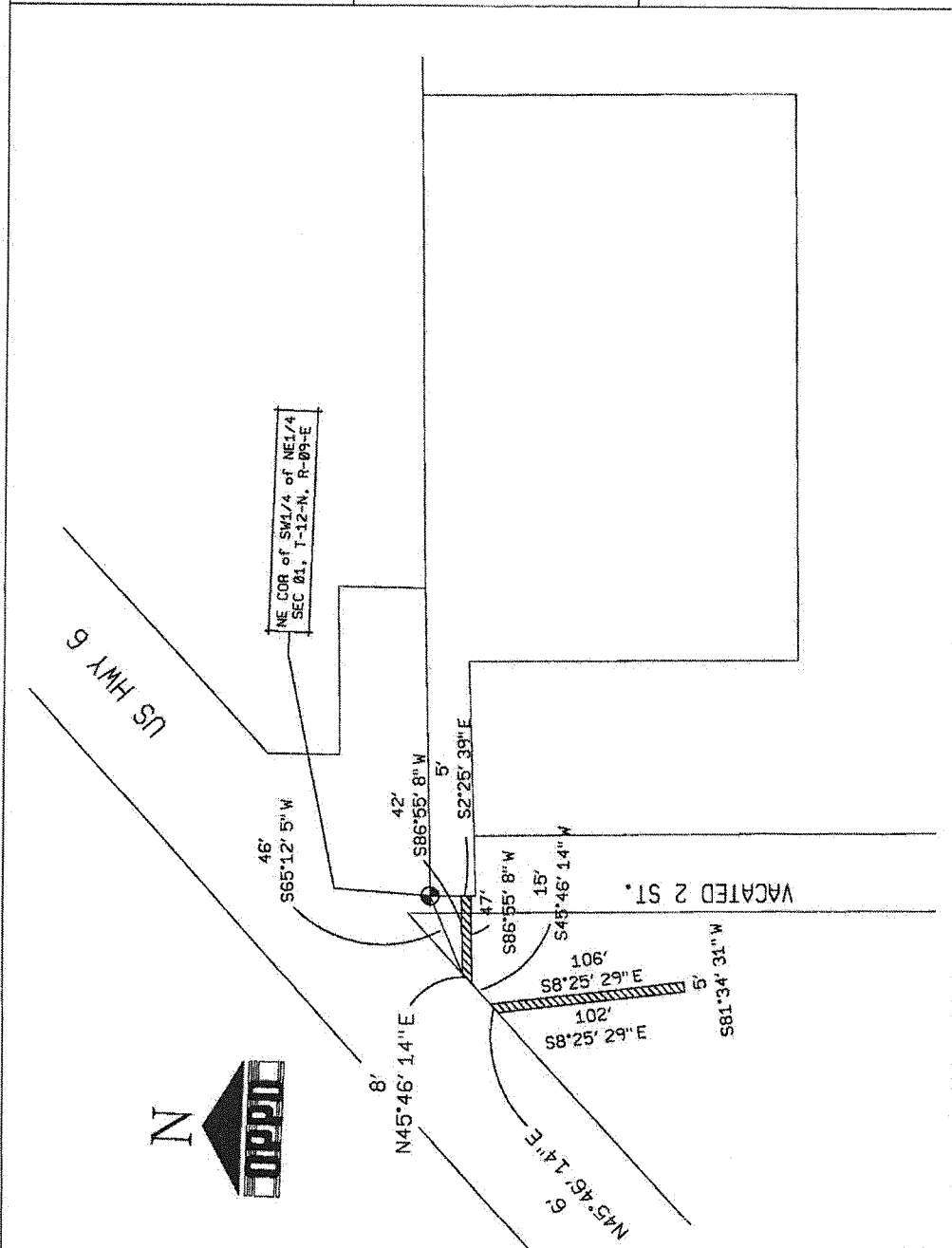
City Attorney



Print: Sherry L. Hutcherson

Vice President - Corporate Services and CAO

Date: 12-18-14



**OMAHA PUBLIC POWER DISTRICT
 LAND RIGHTS DEPARTMENT**

Project Name:		Sub 914 Fiber			Work Order No.		50459601		
Tract No:		City of Lincoln			Date Prepared:		11-12-14		
SW	1/4	Section	01	Township	12	North	Range	09	East
Saunders	County	ROW	BEL	Engineer	Nguyen				